Bruhat Bangalore Mahanagara Palike

Office of the Executive Engineer (Projects), Yelahanka zone Bangalore – 560092.

Telephone :- 080-22975942

Fax :- 080-

SHORT TERM TENDER NOTIFICATION

BBMP/YNK/EE (P)/TEND/09/2018-19 Dtd: 06/09/2018

Supply and Installation of Shredder in Yelahanka Zone BBMP (Near Bio Plant, Near BWSSB Office , Behind Police station, Gundanjaneya Temple, Near Railway Track)(Including Maintenance for 2 years)

THROUGH E-PROCUREMEMENT PORTAL

LAST DATE AND TIME FOR RECEIPT OF TENDERS	:	17-09-2018 **(Up to 4.00 pm)**
TIME AND DATE OF OPENING OF TECHNICAL BID	:	18-09-2018 **(at 4:30 pm)**
OPENING OF FINANCIAL BID	:	22-09-2018 @4:30pm if possible or Financial Bid Date will be announced to the Firm which will be selected through Technical Bid Process
PLACE OF OPENING OF TENDERS (Yelahanka)	:	Office of the Executive Engineer (Projects) Amrutha halli main road ,byatarayanapura, Bangalore 560092. Email: eepryz@gmail.com
ADDRESS FOR COMMUNICATION	:	

AJ Green Solutions & Designs,
456, 10th Main, 3rd Stage, 4th Block,
Basaveshwaranagar, Bengaluru-560 079

Executive Engineer
Project Division
Yelahanka Zone
BBMP, Bangalore-92

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The Executive Engineer (Projects)
Bruhat Bangalore Mahanagara Palike (Yelahanka zone)
Amruthahalli main road, Byatarayanapura, Bangalore 560092

Telephone :- 080-22975942 **Fax :- 080-**

Email ID: eepryz@gmail.com

INVITATION FOR E - PROCUREMENT BID

SECTION - 1

For Purchase of Shredder in Yelahanka Zone BBMP (Near Bio Plant, Near BWSSB Office , Behind Police station, Gundanjaneya Temple, Near Railway Track)

The Executive Engineer (Projects), BBMP, Yelahanka Zone, Bangalore hereby invites tenders from officially registered & eligible Manufacturers/ Purchase of Shredder in Yelahanka Zone BBMP (Near Bio Plant, Near BWSSB Office , Behind Police station, Gundanjaneya Temple, Near Railway Track).

1.	Tender Reference No:	BBMP/YNK/EE (P)/TEND/09/2018-19 Dtd: 06/09/2018
2.	Last date & Time for submission Bids	As per e-portal
3.	Date & Time of opening of first Cover (Technical Bid) & Second Cover (Financial bids)	As per e-portal
4.	Approximate cost of the tender	
5.	Bid Security (EMD)	**Rs.50000/-**
6.	Venue of Submission of sample & address for communication	The Executive Engineer (Projects), Bruhat Bangalore Mahanagara Palike, Yelahanka Zone, Amrutha halli main road ,byatarayanapua Bangalore - 560 092
7.	Last date & Time for submission of sample	As per Tender Conditions

Interested and eligible bidders can submit the application through E - Procurement process.

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SECTION - II

INSTRUCTION TO BIDDERS

INSTRUCTION: Executive Engineer (Projects),, BBMP yelahanka Zone, Bangalore. Technical and Commercial Bids are hereby invited from officially registered and eligible suppliers/ manufactures for the Purchase of Shredder in Yelahanka Zone BBMP (Near Bio Plant, Near BWSSB Office , Behind Police station, Gundanjaneya Temple, Near Railway Track) as per the particulars to be given from this office.

1. Eligible to Bidders:

1.1 Minimum eligibility criteria participation in the Bid.

- Minimum of 3 years experience
- The Bidder should have technical capability/ facilities for the supplying/ manufacturing work having value of national/International standards.
- The Bidder should not have violated any of the major conditions regarding supplying/manufacturing and should not have been black listed.

1.2 Interested and eligible bidders may furnish the technical & commercial Bids

1.3 All bids must be accompanied by bid security as specified in section first and submitted on or before the prescribed date at place and time given in section first of this document. Bids submitted without bids security will be summarily rejected. Executive Engineer (Projects), Yelahanka Zone, BBMP intends to follow a single stage, electronic possess developed & maintained by the centre for e-governance D.P.A.R. (A.R.) Government of Karnataka for the selection of the successful bidder for the project. Bidder would need to submit the following documents through electronic mode as part of their proposal.

1.4 The document is available on the internet in the website: https://www.eproc.karnataka.gov.in. The same can be downloaded from the internet.

1.5 It may be noted that all subsequent notifications, changes and amendments on the project/document would be posted only on the following website: https://www.eproc.karnataka.gov.in.

1.6 The bidders will be required to register themselves with the centre for e-governance to participate in the bidding process and also get necessary digital signature certificates. The details of the process of registration and obtaining the digital signature certificates are available on the website http://www.eproc.karnataka.gov.in. Necessary training and hands on experience in handing e procurement system could be obtained from the centre for e-governance. Necessary details could also be obtained over telephone help desk at **080-26564656.**

Interested and eligible Bidders may obtain further information or clarification either in person or through phone during office hours from the office of **The Executive Engineer (Projects), yelahanka zone, BBMP, amrutha halli main road, byatarayanapura, Bangalore 560092., Telephones:- 080-22975942, Fax:- 080-**

1.7 e-mail: eepryz@gmail.com.

1.8 Original documents shall be produced for verification when intimated.

2. Cost of Biding

2.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and Executive Engineer (Projects), BBMP yelahanka Zone, Bangalore herein after referred to as "the Purchaser" will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

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3. Content of bidding documents

3.1 The Bidding documents for Supply and Installation of Shredder in Yelahanka Zone BBMP (Near Bio Plant, Near BWSSB Office , Behind Police station, Gundanjaneya Temple. Near Railway Track)(Including Maintenance for 2 years) to the BBMP yelahanka Zone Wards for the respective item will contain the following particulars.

1. Invitation for Bids – Section-1
2. Instructions to Bidders-Section-11
3. Description and scope of the contract Section-III
4. Terms and Conditions of Contract (General and Special) – Section-IV
5. Technical Specifications as per section section-V
6. Particulars of item as per section-VI
7. Bid From. As per Table-1
8. Bid security form. As per Table-II
9. Performance security form. As per Table III and contract form table III (a)
10. Statement of past performance as per Table-IV
11. Acceptance of Implementation schedule as per Table-V
12. Undertaking as per Table-VI
13. Details of the Organization as per Table-VII
14. Check list of documents to be submitted in First Envelop (Technical Bid) as per Table –VIII
15. Price schedule (Commercial Bid) to be submitted in second cover as per Table-IX.

3.2 The Bidder is expected to examine all instructions, forms, term and specifications in the Bidding Documents. Failure to furnish all information required by the Bidder Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect or incomplete bid document will be at the Bidder's risk and may result in rejection of its Bid.

4. Amendment of Bidding Documents

4.1 At any time prior to the deadline for submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment.

4.2 The amendment will be notified in writing to all prospective Bidders who have received the Bidding Documents and will be binding on them.

4.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

5. Preparation of Tender

5.1. **Language of Bid**

The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and he Purchaser, shall be written in the English language & Bid can be submitted either in English or in Local Language.

6. Documents Comprising the Bid

The Bid prepared by the Bidder shall be submitted in 'Two stages' comprising the following components:

7. Technical Proposal shall contain:

7.1 i. Attested copies of documents along with photo copies of all particulars showing that the bidder has the Financial, Technical and Service capability necessary to perform the contract and meet the criteria outlined in the qualification requirements and to fulfill this all Bids submitted shall include the following information.

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ii. Attested photocopies showing the legal status, place of registration and principle place of business of the firm.
iii. Attested Copies of VAT Registration and VAT Clearance Certificate for the year 2016-17 (VAT 146/GST)
iv. Attested copies of PAN card and acknowledgement of Income tax returns filed in the last 3 Years Viz. 2015-16 2016-17 & 2017-18
v. Attested photocopies showing that the firm has been registered in State Govt. / Central Govt./Related Authority.
vi. Attested photocopies of Audited Balance Sheet with reports of past 3 years
vii. Attested Quality Certificate from the Department of Industries and Commerce or Any Authorized third party Quality testing authority should be enclosed.
viii. Bid form as per Table I.
ix. Particulars of the Firm as per Table – VII
x. Statement of past performance during the last 3 years as per Table IV
xi. Format of Acceptance of Implementation schedule as per Table V.
xii. Undertaking as per Table VI.
xiii. Checklist of Documents to be submitted in First Envelope as per Table VIII.
xiv. Sample material to be produced, duly attested by the Bidder and should be submitted directly to the office of the Executive Engineer (Projects), BBMP yelahanka Zone, amrutha halli main road,byatarayanapura, Bangalore – 560 092, through post/hand delivery/courier etc., and should reach before the scheduled date for the receipt of tenders

7.2 Commercial bid shall contain:

The rate quoted for manufacturing & Purchase of Shredder in Yelahanka Zone BBMP (Near Bio Plant, Near BWSSB Office, Behind Police station, Gundanjaneya Temple, Near Railway Track) to the Yelahanka Zone of BBMP. The rate quoted should include all taxes levied by the State & Central Govt., Transportation, Packing charges and installation charges etc.

The sample material that of Purchase of Shredder in Yelahanka Zone BBMP (Near Bio Plant, Near BWSSB Office , Behind Police station, Gundanjaneya Temple, Near Railway Track) shall be submitted to this office before the last day of submission of the tender. The quality of the material to be clearly mentioned and attested by the Bidder.

7.3 Price Schedule

The Bidder shall complete the price schedule as per table IX furnished in the Bidding Documents item wise indicating the cost towards manufacturing of materials as per the Technical specifications mentioned in the section V. This office will not pay any extra charges over and above rate quoted by the Bidder.

7.4 Fixed price:

Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected.

The Bidder must submit all the documents listed under clause 8. 1 along with the Bid form, through e-tendering process and bid security as per Table I. in order to qualify for consideration in the opening of the commercial bid through e tendering process the PRICE SCHEDULE as per Table IX.

1. The Bidder must submit all the documents listed under clause 8.1 along with the Bid form, sample used for manufacture of the Purchase of Shredder in Yelahanka Zone BBMP (Near Bio Plant, Near BWSSB Office , Behind Police station, Gundanjaneya Temple, Near Railway Track) and bid security as per Table I in the Technical bid, in order to qualify for consideration in the opening of the Commercial bid containing the PRICE SCHEDULE as per Table IX.

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4. Any Bid not in accordance with clause 10 and 11 above will be rejected.
5. Bid Security (Earnest Money Deposit)

1.1 Proposals would need to be accompanied by a Bid Security for an amount **Rs. 50000 (Rupees Fifty thousand rupees only).**

1.2 The Bid Security shall be credited to the account of Centre for e-procurement through
   a. credit card
   b. Debit card
   c. National Electronic Fund Transfer (N E F T)
   d. Remittance over the counter (O.T.C.)

The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka's central pooling a/c.

EMD amount will have to be submitted by the supplier/contractor taking into account the following conditions:

e. EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt.'s central pooling account until the contract is closed.
f. The entire EMD amount for a particular tender has to be paid in a single transaction

1.3 The Bid Security shall be returned to the unsuccessful Bidders within a period of eight (8) weeks from the date of announcement of the Successful Bidder. The Bid Security submitted by the Successful Bidder shall be released upon furnishing of the Performance Security in the form and manner as stipulated in the Agreement.

1.4 Any Bid security not secured in accordance with Clause 11 above will be rejected by the Purchaser as non-responsive.

1.5 Unsuccessful Bidder's bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the purchaser.

1.6 Any Interlineations, erasures or overwriting or cancellation shall be valid only if they are initialed by the person or persons signing the Bid.

1.7 The successful Bidder's Bid security may be adjusted towards performance security to be furnished by the Bidder before signing the contract agreement.

1.8 The Bid security will be forfeited:

   a) If a Bidder withdraws his Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
   b) In case of a successful Bidder, if the Bidder fails,
      i. To sign the contract agreement with in the stipulated time
      or
      ii. To furnish performance security.

8. Period of Validity of Bids

8.1 Bids shall remain valid for 30 days after the date of opening of Second Envelope. A Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

8.2 In exceptional circumstances, the purchaser may solicit the Bidder's consent to an extension of the period of validity. The bid security provided under clause 12 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid. The Bid security in respect of the Bidder who has refused to extend the validity of Bids can not be forfeited by the purchaser.

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9. Format and Signing of Bid

The Bidder shall give a set of hard copies of all the documents which are uploaded through e-procurement in the sealed cover along with the sample. In the event of any discrepancy between them, the original uploaded shall govern.

Mode of submission of bids: The Bids could be submitted through E-Procurement process. Bids sent by any other mode like in person, post, Telex or Fax or E-mail will be rejected.

10. Deadline for Submission of Bids

Bids must be received by the Purchaser through E-procurement process not later than the time and date specified in the invitation for Bids (section I). In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

11. Late Bids

Any Bid received by the Purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to clause 16, will be rejected and/or returned unopened to the Bidder.

a. E. Tender Opening and Evaluation of Tenders

12. Opening of Bids by the purchaser.

The purchaser will open the technical bid of the Bidder, through e - Procurement process.

12.1 The Technical & Financial bids are opened on specified days, those who are qualified in technical bid (First cover) those financial bids (Second cover) will be opened on Specified days.

12.2 The Bidders Names, Bid Modifications, or Withdrawals, Bid prices, Discounts and the presence or absence of the requisite Bid security and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the time of opening. No Bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder pursuant to Clause 17.

12.3 Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

12.4 The Purchaser will prepare minutes of the Bid opening and will circulate them to all the bidders.

13 Clarification of Bids

13.1 During evaluation of Bids, the purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substances of the Bid shall be sought, offered or permitted.

14 Preliminary Examination

14.1 The purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

14.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words will prevail and the bid shall stand corrected to that effect. If the supplier does not accept the correction of errors, its bid will be rejected. The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder. If there is a discrepancy between words and figures, the lowest of the two shall prevail.

14.3 Prior to the detailed evaluation, pursuant to Clause 23, the Purchaser will determine the substantial responsiveness of each bid to the Bidding Documents. For purposes of these Clauses, a

AJ Green Solutions & Designs,
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substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security, Applicable Law and taxes and duties will be deemed to be a material deviation. The purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

14.4 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

15. Evaluation and Comparison of Bids

15.1 The Purchaser will evaluate and compare the bids previously determined to the substantially responsive, pursuant to clause 21.3.

15.2 The rates quoted by the bidder for each item will be evaluated separately. However item wise rates should also be furnished by the bidder as per the table IX

16 ACCEPTANCE OR REJECTION OF BIDS:

a) Executive Engineer (Projects), BBMP Yelahanka, Bangalore reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability or any obligation to inform the affected bidder or bidders of the grounds for the said action.

b) Any Bid with incomplete information is liable for rejection.

c) For each category of pre qualification criteria, the documentary evidence is to be produced duly attested by the contractor, serially numbered and enclosed with the bids. If the documentary proof is not enclosed for any/all criteria the Bid is liable for rejection.

d) If any information given by the contractor is found to be false / fictitious, the contractor will be debarred for 3 years from participating in any other tenders of Govt of Karnataka and will be black listed.

e) Sample produce by the bidder will be inspected by our technical committee before opening the financial bid and as per committee dicision the bid will be qualified or will be rejected.

f)

SECTION – III

DESCRIPTION AND SCOPE OF THE CONTRACT

The Bidder, herein after called "the agency" is required to Supply and Installation of Shredder in Yelahanka Zone BBMP (Near Bio Plant, Near BWSSB Office , Behind Police station, Gundanjaneya Temple, Near Railway Track)(Including Maintenance for 2 years) of Yelahanka Zone in BBMP herein after called "the Contract" for which Bids are invited. The total quantity of Supply and Installation of Shredder in Yelahanka Zone BBMP (Near Bio Plant, Near BWSSB Office , Behind Police station, Gundanjaneya Temple, Near Railway Track)(Including Maintenance for 2 years) to be supplied is enclosed in Annexure.

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SECTION – IV

TERMS AND CONDITIONS OF CONTRACT

The following are the General Conditions of Contract for Supply and Installation of Shredder in Yelahanka Zone BBMP (Near Bio Plant, Near BWSSB Office , Behind Police station, Gundanjaneya Temple, Near Railway Track)(Including Maintenance for 2 years) of Yelahanka Zone in BBMP welfare officer's offices in the Bangalore, as per the specifications given in the document.

4.1 GENERAL CONDITIONS OF CONTRACT

1 Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

a) "The Contract" means the agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein:
b) "The Contact Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligation;
c) "The Goods" means all the **Shredders** which the supplier is required to supply to the purchaser under the contract;.
d) "Services" means services ancillary to the supply of the goods, such as transportation and insurance, and any other incidental services. Such as installation, commissioning, provision of technical assistance, training and other obligations of the supplier covered under the contract;
e) "GCC" means the General Conditions of Contract contained in this section
f) "SCC" means the special Conditions of Contract
g) The Supplier" means the individual or firm supplying the goods and services under this contract.
h) "The Government" means the Government of Karnataka State
i) "The Project Site" ,where applicable, means the place or places manned in SCC
j) "Day" means calendar day

2. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

3. Standards

The goods supplied under this contract shall confirm to the standards mentioned in the Technical specifications and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods country of origin and such standards shall be the latest issued by the concerned institution.

4. Use of Contract Documents and Information; Inspection and Audit by the Government

The Supplier shall not, without the purchasers prior written consent, disclose the contract or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, so far as may be necessary for purposes of such performance.

The Supplier shall not, without the Purchasers prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purpose of performing the Contract.

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document, other than the contract itself, enumerated in GCC Clause 4.1 shall remain the property of the purchaser and shall be returned (in all copies) to the purchaser on completion of the supplier performance under the contract if so required by the purchaser.
The supplier shall permit the Government to inspect the supplier's accounts and records relating to the performance of the supplier and to have them audited by auditors appointed by the Government, if so required by the Government.

5. Patent Rights
The Supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6 Performance Security

a) The successful Bidder will be required to furnish Performance Security equivalent to 5% of the entire accepted Bid value in respect of cost of manufacturing and supply to be submitted in the form of irrevocable bank guarantee or crossed DD within 15 (fifteen) days from the date of intimation of award of
b) If the Successful Bidder fails to furnish the Performance Security in the format specified in Table III within 7 (seven) days or sign the contract agreement, as specified in clause 8. the bid security furnished by such bidder will be forfeited.
c) The performance security furnished by the successful Bidder in respect of his bid will be returned to him after 1 month from the date of satisfactory performance of the contract.
d) If the successful Bidder after signing the contract agreement fails to perform any contractual obligation, his Performance Security mentioned above will be forfeited.

7. Inspections and Tests
Approval of Prototype: The bidder has to submit the prototype and that will be tested and based on the satisfactory test results approval will be given. 0nly after the approval received by this office bidder has to start the manufacturing. It is also required to inform this office for pre-delivery inspection. The office will conduct pre-delivery inspection and give permission to supply. After supply post delivery inspection will be conducted.
7.1 The Purchaser or its representative shall have the right to inspect and *I* or to test the goods to confirm their conformity to the contract specifications at no extra cost to the purchaser. The Technical Specifications shall specify what inspections and tests the purchaser requires and where they are to be conducted. The purchaser shall notify the supplier in writing in a timely manner of the identify of any representatives retained for these purposes.
7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and *I* or at the goods final destination. If conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the purchaser.
7.3 Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject the goods and the supplier shall either replace the rejected goods or make alterations necessary to meet specifications requirements free of cost to the Purchaser.
7.4 The purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods arrival at Project Site shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the purchaser or its representative prior to the goods shipment.
7.5 Nothing in GCC Clause 7 shall in any way release the supplier from any warranty or other obligations under this contract.
7.6 Manuals and Drawing
7.6.1 Before the goods and equipment are taken over by the purchaser, the supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be In such detail as will enable the purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.

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7.6.2 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.
7.6.3 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the supplier.

8 Packing

8.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.
Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and the absence of heavy handlings facilities at all points in transit.
8.2 The packing, marking and documentation within and outside the item shall comply strictly with such special requirements as shall be provided for in the contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.
8.3 Packing Instructions: The Supplier will be required to make separate item with proper box for each Consignee.. Each package will be marked on with proper paint *I* indelible / sticker ink the following:
(i) Project
(ii) Contract No.
(iii) Sponsorer Name (BBMP Yelahanka ZONE, BANGALORE)
(iv) Packing List Reference number

9 Delivery and Documents

9.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified by the purchaser in the notification of award. The details of shipping and *I* or other documents to be furnished by the supplier are specified in SCC.

10 Insurance

10.1 The goods supplied under the contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation,-storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "Warehouse to Warehouse" (final destinations) on "All Risks" basis including War risks and Strikes

11. Transportation

11.1 Where the supplier is required under the contract to transport the goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the contract, shall be arranged by the supplier, and the related cost shall be included in the contract price.

12. Payment The terms of payment will be as follows:

After the successful implementation of the contract regarding Purchase of Shredder in Yelahanka Zone BBMP (Near Bio Plant, Near BWSSB Office, Behind Police station, Gundanjaneya Temple, Near Railway Track) of Yelahanka Zone, BBMP as per following details Payment will be made to the Contractor as per SCS clause- 3

a) The Contractor to whom supply work is allotted should also undertake the same to all 11 wards of Yelahanka Zone, BBMP as per the requirement of the purchaser. Payment will be made to the contractor after the successful supply work and as per the report given by the concerned Welfare Officer, Yelahanka zone BBMP.
b) Payment will be made item wise to the Contractor after ascertaining whether the contract has been executed satisfactorily and towards this the supplier should furnish the necessary certificate from the accepting authorities.

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Payment will not made to the contractor unless the work entrusted is executed satisfactorily. Further the purchaser will not make any advance payment or part payment.

13. Prices

13.1 Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract.

14 Change Orders

14.1 The purchaser may at any time, by written order given to the supplier' pursuant to GCC Clause 31, make changes within the general scope of the contract in anyone or more of the following:

a) Drawings, designs, or specifications, where goods to be furnished under the contract are to be specifically manufactured for the purchaser;
b) The method of shipping or packing;
c) The place of delivery; and *l or*
d) The services to be provided by the supplier

14.2 If any such change causes an increase or decrease in the cost of, or the time required for, the suppliers performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's receipt of the purchasers change order.

15 Contract Amendments

15.1 Subject to GCC Clause 17. no variation in or modification of terms of the contract shall be made except by written amendment signed by the parties.

16 Assignment

16.1 The suppliers shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

17 Subcontracts

17.1 Subcontract is strictly prohibited except entering in to consortium with another firm as mentioned in section II

18 Delays in the Supplier's Performance

18.1 Delivery of the goods and performance of the services shall be made by the supplier in accordance with the time schedule specified by the purchaser in the Schedule of Requirements.

18.2 If at any time during performance of the contract, the supplier or its sub-contract(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the suppliers notice, the purchaser shall evaluate the situation and may, as its discretion, extend the supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the contract.

18.3 Except as provided under GCC Clause 24, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

19 Liquidated Damages

19.1 Subject to GCC Clause 24, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its

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other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed goods or unperformed services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract price. Once the maximum is reached, the purchaser may consider termination of the contract pursuant to GCC Clause 23.

20 Terminations for Default

20.1 The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or part:

a) If the supplier fails to deliver any or all the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21; or
b) If the supplier fails to perform any other obligation(s) under the contract.
c) If the supplier, in the judgment of the purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract. For the purpose of this Clause:

"Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

20.2 In the event the purchaser terminates the contract in whole or in part, pursuant to GCC Clause 23.1, the purchaser may procure, upon such terms and in such manner as it deems. Appropriate, goods or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods or services. However, the supplier shall continue the performance of the contract to the extent not terminated.

21. Force Majuro

21.1 Not withstanding the provisions of GCC Clause 21, .22, 23, the supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majuro.

21.2 For purposes of this Clause "Force Majuro" means an event beyond the control of the supplier and not involving the suppliers fault or negligence and not foreseeable. Such event may include, but are not limited to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

21.3 If a Force Majuro situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majuro.

22 Termination for Insolvency

22.1 The Purchaser may at any Time terminate the contract by giving written notice to the supplier, if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

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23 Termination for Convenience

23.1 The purchaser by written notice sent to the supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the purchaser's convenience, the extent to which performance of the supplier under the contract is terminated, and the date upon which such termination becomes effective.

23.2 The goods that are complete and ready for shipment within 30 days after the supplier's receipt of notice of termination shall be accepted by the purchaser at the contract terms and prices. For the remaining goods, the purchaser may elect:

a) To have any portion completed and delivered at the contract terms and prices; and / or
b) To cancel the remainder and pay to the supplier an agreed amount for partially completed goods and for materials and parts previously procured by the supplier

24 Settlement of Disputes

24.1 The purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract. .

24.2 If, after thirty (30) days, the parties have failed to resolve their dispute by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

24.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.

24.4 Arbitration proceeding shall be conducted in accordance with the rules of procedure specified in the SCC.

24.5 Notwithstanding any reference to arbitration herein,

a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
b) The purchaser shall pay the supplier any monies due the suppliers

25 Limitation of Liability

25.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 5,

a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay liquidated damages to the purchaser; and

b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

26 Governing Language

26.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the contract shall govern Its interpretation. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in the same language.

27 Applicable Language

27.1 The contract shall be interpreted in accordance with the laws of the Union of India

28 Notices

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28.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other party's address specified in SCC. .

28.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

29 Taxes and Duties

29.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octopi, road permits, etc., incurred until delivery of the contracted goods to the purchaser.

30 AGREEMENT:

a) The successful Bidder(s) shall execute an agreement for the fulfillment of the contract on Rs.100/- non-judicial stamp paper in the prescribed format provided, within seven days from the date of acceptance of the Bid and intimation of the award of contract vide clause 1.a .

b) The incidental expenses of execution of agreement shall be borne by the successful Bidder(s). Hereafter the successful Bidder shall be referred to as "Contractor".

c) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions in full or in part will entail termination of the contract without prejudice to the rights of Government of Karnataka / Purchase and recovery of any consequential loss from the contractor.

4.2 SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of contract shall supplement the General of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions (GCC Clause 1)

a) The Purchaser is, Executive Engineer (Projects), BBMP Yelahanka Zone, Bangalore.

b) The Supplier is .....

2. Delivery and Documents (GCC Clause 9)

Upon Delivery of the goods, the supplier shall notify the purchaser and the insurance company by cable/telex/fax the full details of the shipment including contract number, railway receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

i. Four copies of the supplier invoice showing contract number, goods description , quantity, unit price, total amount;
ii. Railway receipt / acknowledgement of receipt of goods from the consignee(s)
iii. Four copies of packing list identifying of each package;
iv. Manufacturer's / supplier's warranty Certificate
v. Inspection certificate issued by the nominated inspection agency, and the suppliers factory inspection report; and The above documents shall be received by the purchaser before arrival of the goods (except where the goods have been delivered directly to the consignee with all documents) and, if not received, the supplier will be responsible for any consequent expenses.

3. Payment (GCC Clause 12)

Payment will be made package wise

i. *On Delivery:* Eighty percent of the contract price shall be paid on receipt of goods and upon submission of the documents specified in SCC Clause 3 above; and

ii. *On Final Acceptance:* the remaining twenty percent of the contract price shall be paid to the supplier within 30 days after the date of the acceptance certificate issued by the purchaser's representative for the respective delivery.

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Note:

i. *Where payments are to be effected through Letter of Credit (LC), the same shall be subject to the latest Uniform Customs and Practice for Documentary Credit, of the International Chamber of Commerce;*
ii. *The LC will be confirmed at Supplier's cost if requested specifically by the supplier;*
iii. *If LC is required to be extend / reinstated for reasons not attributable to the purchaser, the charges thereof shall to the supplier's account.*

4. Settlement of Disputes (Clause 27)

The dispute settlement mechanism to be applied pursuant to GCC Clause 27.2.2 shall be as follows:

a) In case of Dispute or difference arising between the purchaser and a domestic supplier relating to any matter arising out of a or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act,1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parities; failing such agreement, by the appointing authority namely the Indian Council of Arbitration/ President of the Institution of Engineers (India) / The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the parties.
b) Arbitration proceedings shall be held at Bangalore Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
c) The decision of the arbitrators shall be final and binding upon both parities. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the 'preparation, presentation etc. of its proceedings shall be borne by each party itself.

5. Notices (Clause 31)

For the purpose of all notice, the following shall be the address of the purchase and supplier.
Purchaser: The Executive Engineer (Projects),BBMP Yelahanka Zone, amrutha halli main road, byatarayanapura, Bangalore 560092.
Supplier: (To be filled in at the time of contract signature)

6. Right to use defective equipment:

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the purchase shall have the right to continue to operate or use such equipment until rectifications of defects, errors or omission by repair or by partial or complete replacement is made without interfering with the purchaser's operation.

7. Supplier Integrity:

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

8. Supplier's Obligations:

The Supplier is obliged to work closely with the purchaser's staff, act within its own authority and abide by directives issued by the purchaser and implementation activities. The supplier will abide by the job safety measures prevalent in India and will free the purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the supplier's negligence. The supplier will pay all indemnities arising from such incidents and will not hold the purchaser responsible or obligated. The Supplier is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanors. The supplier will treat as confidential all data and information about the purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the purchaser.

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Additional Points to be noted in the contract relating to supply of Plumber Kits.

a) The contractor should supply the **Shredder Machine** as per the specification mentioned by the Purchaser and of Yelhanka Zone Office in the Bangalore strictly in accordance with the Terms & Conditions of the contract and without any defects.
b) The work relating to supply of **Shredder Machine** should be executed without any delay as per the implementation schedule mentioned in this document.
c) The Purchaser reserves the right to depute officers from his office for the supervision and inspection at the time of implementation of the contract. The contractor should submit health report to the concerned officer regarding the implementation of the contract.
d) The contractor should supply a set of **Shredder Machine** using good quality material strictly in accordance with the sample supplied along with Technical Bid.
e) If any technical problem comes to the notice of the purchaser after the supply to the (yelahanka zone) Office the same will have to be replaced by the Contractor at his own expense.
f) If the contract is not executed with in the stipulated period as per implementation schedule the Purchaser namely The Executive Engineer (Projects), BBMP Yelahanka zone, Bangalore reserves the right to cancel the contract and the Purchaser will not be liable for any pecuniary loss or damage incurred by the Contractor in this regard.

4.3 IMPLEMENTATION SCHEDULE:

The work relating to Supply of **Shredder Machine** should be implemented by the contractor as per the following implementation schedule: -

4.4 PENALTY AND TERMINATION FOR NON - FULFIMENT OF CONTRACT:

a. If the contractor does not execute the work as per the implementation schedule, penalty will be imposed at the rate of 0.5% of the contract amount for a week's delay or part thereof.
b. The contractor entrusted with the work of supply of **Shredder Machine** should supply the goods in *good* condition as per the section V clause 4.5. Using the inferior material, technical problem is found before Distribution or after distribution to the beneficiaries such defective materials will be rejected outright. The contractor will have to replace the rejected items at his own responsibility & expense.
c. The **Shredder Machine** will have to be supplied in good condition without causing any damage to the items, to Yelahanka zone Bangalore. If any defect is found, If any report in this regard is received from the Officer, such defective materials will be rejected and the contractor will have to bear the cost of such defective materials. Penalty will also be imposed by the purchaser depending upon the extent of error/ defect noticed. The quantum of penalty will vary from a minimum of 1% and subject to a maximum of 10% of the contract amount. This penalty will be in addition to the liquidated damages as per clause 19 of GCC

4.5 GENERAL POINTS TO BE OBSERVED:

The Bidder should execute under taking in the prescribed form stipulating that he has agreed to the Terms & Conditions mentioned in the tender for submission of Technical & Commercial Bids.

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SECTION - V

TECHNICAL SPECIFICATIONS

1. Attested copies of documents along with photo copies of all particulars showing that the bidder has the Financial, Technical and Service capability necessary to perform the contract and meet the criteria outlined in the qualification requirements and to fulfill this all Bids submitted shall include the following information.

2. Attested photocopies showing the legal status, place of registration and principle place of business of the firm.

3. Attested Copies of GST Registration and GST Clearence Certificate for the year 2017-18
4. Attested copies of PAN card and acknowledgement of Income tax returns filed in the last 3 Years Viz. 2015-16, 2016-17 & 2017-18

5. Attested photocopies showing that the firm has been registered in State Govt. / Central Govt./Related Authority.

6. Attested photocopies of Audited Balance Sheet with reports of past 3 years

7. Attested Quality Certificate from the Department of Industries and Commerce or Any Authorized third party Quality testing authority should be enclosed.

8. Bid form as per Table I.

9. Particulars of the Firm as per Table – VII

10. Statement of past performance during the last 3 years as per Table IV

11. Format of Acceptance of Implementation schedule as per Table V.

12. Undertaking as per Table VI.

13. Checklist of Documents to be submitted in First Envelope as per Table VIII.

14. Sample material to be produced, duly attested by the Bidder and should be submitted directly to the office of the Executive Engineer (Projects), BBMP Yelahanka Zone, amruthahalli main road ,byatarayanapura, Bangalore – 560 092, through post/hand delivery/courier etc., and should reach before the scheduled date for the receipt of tenders

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TABLE - I

Bid form

Date:

Ref No:

To,

Executive Engineer (Projects) (yelahanka Zone)
Bruhat Bangalore Mahanagara Palike
Amrutha halli main road,byatarayanapura,
Bangalore-560 092.

Sir/Madam,

Having examined the Bidding Documents including Agenda No.s_____the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply the **Shredder Machine** in Yelahanka Zone Bangalore for which necessary Bid security amounting to Rupees. ----------at the prescribed rate is enclosed vide D.D. No. .....or Bank Guarantee in the prescribed form is enclosed herewith.

Conditions :-

1. We undertake, if our Bid is accepted, to supply the **Shredder Machine** Yelahanka zone Bangalore in accordance with the terms and conditions in the Bidding document.
2. If our bid is accepted we will obtain the guarantee of a bank in a sum equivalent to 5 % of the Total Contract Price for the due performance of the Contract, in the form prescribed by the purchaser.
3. We agree to abide by this bid for a period of 15 days after the date fixed for bid opening of Second Envelope under Clause 19 of the Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We understand that in competing for (and if the award is made to us, in executing the above contract,) we will strictly observe the laws against fraud and corruption in force in India namely Prevention of Corruption Act 1988.
5. We understand that you are not bound to accept the lowest or any bid you may receive.
6. We confirm that we comply with the eligibility requirements as per ITT Clause-1 of the Tender document.

Dated this _____day of _____2017.

Signature:_____

(in the Capacity of): _____

Duly Authorized to sign bid for and on behalf of

_____

Place:

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Basaveshwaranagar, Bengaluru-560 079

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